CHADD L. REYNOLDS
ASSOCIATE
DIRECT: 404.658,6454
CHADD.REYNOLDS@CHAMBERLAINLAW.COM

191 PEACHTREE STREET, N.E. FORTY SIXTH FLOOR ATLANTA, GEORGIA 30303 404.659.1410 800-800-0745 FAX: 404.659.1852

ATLANTA HOUSTON PHILADELPHIA SAN ANTONIO

January 20, 2023

CERTIFIED MAIL RETURN RECEIPT REQUESTED

9314 8699 0430 0103 5274 77 Chenal Place Properties LLC c/o Jill R. Bryant 5507 Ranch Dr., Ste. 201 Little Rock, AR 72223

CERTIFIED MAIL RETURN RECEIPT REQUESTED

9314 8699 0430 0103 5276 51 Bed Bath & Beyond, Inc. c/o C T Corporation System 124 West Capitol Avenue, Ste. 1900 Little Rock, AR 72201

Re: Place Services, Inc.'s Claim of Lien filed on 12309 Chenal Parkway, Suite A, Little Rock, AR 72211, Pulaski County.

To Whomever:

Enclosed please find for your records a Claim of Lien, which has been filed with the Pulaski County Clerk of Court in Arkansas.

Sincerely,

/s/ Chadd L. Reynolds
Chadd L. Reynolds

Enclosure

EXHIBIT

C

2023003881
PULASKI CO. AR FEE \$50.00
PRESENTED
1/19/2023 8:02:05 AM
RECORDED
01/19/2023 02:52:41 PM
TERRI HOLLINGSWORTH
Circuit / County Clerk
BY: RUTHIE WATSON
DEPUTY RECORDER

Prepared by and after filing, please return to: Chadd L. Reynolds, Esq. Chamberlain, Hrdlicka, White, Williams & Aughtry 191 Peachtree Street, NE 46th Floor Atlanta, GA 30303

VERIFICATION OF ACCOUNT AND CLAIM OF LIEN

TO: Clerk of the Circuit Court of Pulaski County

FROM: Claimant: Place Services, Inc. 201 Gateway Drive, Canton Georgia 30115.

The undersigned, being duly sworn, states:

- The Claimant sold and delivered to Bed Bath & Beyond, Inc. the materials, or furnished the labor, listed and set forth in the statement of account which is attached hereto as Exhibit A and incorporated herein. The final delivery of such materials, or furnishing of said labor, occurred within the last 120 days.
- 2. The attached statement of account is true and correct, and that there is now due and owing to Claimant, after allowing all credits, the sum of \$44,202.21.
- 3. The materials or labor were furnished for and used in the construction of the interior and exterior remodel of existing Bed Bath & Beyond which was constructed on the following-described property owned by Chenal Place Properties LLC as owner/lessor and Bed Bath & Beyond, Inc. as tenant/lessee in Pulaski County, Little Rock, Arkansas, more particularly described in Exhibit B which is incorporated herein.
- 4. The Claimant claims a lien on the property described in paragraph 3, Exhibit B, to secure the sum of \$44,202.21, plus attorney's fees and costs.
- 5. An Affidavit of Notice reflecting that Claimant has complied with the applicable provisions of Ark. Code. Ann. §§ 18-44-144 through 18-44-116 by sending notices, copies of which are attached as Exhibit C and incorporated herein.
- That Todd Guthrie, the Chief Financial Officer of the Claimant, is authorized to release the lien.

This \(\frac{18}{2} \) day of January 2023.

VERIFICATION

I, Todd Guthrie, Chief Financial Officer of Place Services, Inc., a corporation, state under oath that the information contained above and in the attached statement of account is true and correct to the best of my knowledge and belief.

Place Services, Inc.

By: Todd Guthrie

Its: Chief Financial Officer

State of Georgia

County of Cherokee

Sworn to and subscribed before me this 18th day of January, 2023, by

Notary Public

My commission expires: 9/0

NOTARY AUBLIC 9.22.2074 Case 23-13359-VFP Doc 925-3 Filed 06/23/23 Entered 06/23/23 15:24:49 Desc Instrument# 2023003881 Page 3 of 8 Exhibit C Page 4 of 9

Exhibit "A"

					PAGE 1 OF 2
TO OWNER: Bed Bath and Beyond	Beyond	PROJECT:		APPLICATION# 2	Distribution to:
650 Liberty Avenue Union City, NJ 07083	venue 7 07083	Bed Bath & Beyond #228 12309 Chenal PKWY STB A Little Rock. AR 72211	rth & Beyond #228 henal PKWY STE A Rock, AR 72211	PERIOD TO: 12/22/22	
FROM CONTR Place Services Incorporated 201 Gateway Drive Canton, GA 30115	s Incorporated Drive 0115			PROJECT NOS: 0228000RT	CONTRACTOR
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	IJON FOR PAY ent, as shown bel ment G703, is at	MENT ow, in connection with t tached.	he Contract.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and	the Contractor's knowledge, tion for Payment has been that all amounts have been paid by for Payment were issued and
 ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 ± 2) 	SUM ers TE (Line 1 ± 2)	9 99 9	162,222.00 27,980.01	payments received from the Owner, and that current payment shown herein is now due.	ynent shown herein is now due.
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 5. RETAINAGE:	STORED TO G703))	190,202.01	By:	Date: 12/22/22
a. 0% of Completed Work (Column D + E on G703) b. 0% of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b or	Work) terial 5a + 5b or	80.00		State of: GA Subscribed and sworn to before me this 22 day of December, 2022. Notary Public: 304.4. M. M. M. Commission expires: May Commission expires:	Der, 2022. County of: Chendkeb 1/1/1 THAN PAPILITY THAN PAPILITY
Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	03) ETAINAGE u)	<i>ຜ</i> ່ ຜ່	0.00	ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the application, the Architect certifies to the Owner that to the tast of the discontinual of the contract of the Owner that to the tast of the contract of the owner than the tast of the contract of the owner than the tast of the contract of the owner than the tast of the contract of the owner than the tast of the contract of the owner than the tast of the contract of the owner than the tast of the contract of the owner than the tast of the owner than the tast of the owner than the owner	Partie observations and the site of the contractions and the site of the contraction of t
7. LESS PREV PMNTS & CERT FOR PAYMENT 8. CURRENT TOTAL PAYMENT DUE	RT FOR PAYM ENT DUE	ENT	145,999.80	Architect's knowledge, information and belief the Work has progressed as indicted; COUNTIES the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	has progressed as indicated HIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII
(taxes not to be included in contract total) 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	contract total)	AINAGE	0.00	AMOUNT CERTIFIED	
CHANGE ORDER SUMMARY	MMARY	ADDITIONS	DEDUCTIONS	(Attach explanation if amount certified differs from the amount applied. Initial all fronces	mount applied. Initial all frontes
Total changes approved in previous months by Owner	er	\$ 27,980.01		on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)	re changed to conform with
Total approved this Month			9	ARCHITECT: By:	Date:
TOTALS		\$ 27,980.01	\$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is navable only to the	IFIED is navable only to the
NET CHANGES by Change Order	e Order	89	27,980.01	Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	ance of payment are without r this Contract.

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Use Column I on Contracts where variable retainage for line items may apply. In tabulations below, amounts are stated to the nearest dollar. Contractor's signed certification is attached.

AIA DOCUMENT G703

APPLICATION NO: 2
APPLICATION DATE: 12/22/2022
PERIOD TO: 12/31/2022

Om acyana	
PERIOD IO:	12/31/202
PROJECT NO:	0228000R

THE PROPERTY OF THE PARTY OF TH			2)	4	Ö		111	1
	VALUE	WORK COMPLETED FROM PREVIOUS THIS P APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(O+9)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
General Requirements	\$31,919.00	831,919.00	\$0.00		\$31,919.00	100.00%	20.00	80.00
Sitework	\$1,800.00	\$1,800.00	\$0.00		\$1,800.00	100.00%	\$0.00	\$0.00
Wood & Plastics	\$4,525.00	\$4,525.00	\$0.00		\$4,525.00	100.00%	\$0.00	20.00
Doors & Windows	\$3,073,00	\$3,073.00	\$0.00		\$3,073.00	100.00%	\$0.00	80.00
Finishes	\$18,730.00	\$18,730.00	80.00		\$18,730.00	100.00%	20 00	80.00
Specialties	\$9,000.00	29,000.00	80.00		\$9,000.00	100.00%	\$0.00	\$0.00
Electrical	\$52,800.00	\$52,800.00	20.00		\$52,800.00	100.00%	\$0.00	\$0.00
Overhead & Profit	\$17,058.00	\$17,058.00	\$0.00		\$17,058.00	100.00%	\$0.00	\$0.00
Alternate #1	\$14,781.00	\$14,781.00	\$0.00		\$14,781.00	100.00%	\$0.00	80.00
Alternate #2	\$8,536.00	\$8,536.00	\$0.00		\$8,536.00	100.00%	\$0.00	\$0.00
[00]	\$18,649.62		\$18,649.62		\$18,649.62		80.00	\$0.00
CO2	\$9,330,39		\$9,330,39		\$9,330,39		\$0.00	\$0.00
			80.00		\$0.00		\$0.00	\$0.00
			20.00		\$0.00		\$0,00	\$0.00
			20.00		\$0.00		80.00	\$0.00
			20.00		\$0.00		80.00	\$0.00
			20.00		\$0.00		\$0.00	80.00
			\$0.00		\$0.00		\$0.00	20.00
			\$0.00		20.00		\$0.00	\$0.00
			\$0.00		\$0.00		80.00	80.00
			\$0.00		20.00		\$0.00	\$0.00
			20.00		30.00		\$0.00	\$0.00
			\$0.00		20.00		\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00	\$0.00
			\$0.00		80.00		30.00	\$0.00
			\$0.00		\$0.00		\$0.00	\$0.00
			20.00		80.00		\$0.00	\$0.00
			20.00		20.00		\$0.00	\$0.00
			20.00		80.00		\$0.00	\$0.00
			20.00		20.00		\$0.00	\$0.00
GRAND TOTALS	\$190,202,01	\$162,222.00	\$27,980.01	\$0.00	\$190,202,01	100.00%	\$0.00	\$0.00

Exhibit "B"

DESCRIPTION OF REAL PROPERTY

PART OF THE SE 1/4 NE 1/4, SECTION 5, T-1-N, R-13-W, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS: STARTING AT THE SOUTHWEST CORNER OF SAID SE 1/4 NE 1/4; THENCE S 87° 11'00" E, 30.00 FT. TO THE NORTHWEST CORNER OF LOT 1, TIMBER RIDGE, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS AND THE POINT OF BEGINNING; THENCE N 01° 04' 29" B ALONG A LINE 30.00 FT. EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 NE 1/4, 576.48 FT. TO A POINT ON THE SOUTH LINE OF LOT 1, CHENAL BUSINESS ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE S 87º 14' 17" E ALONG SAID SOUTH LINE, 335.27 FT.; THENCE N 47° 50' 12" E AND CONTINUING ALONG SAID SOUTH LINE, 10.61 FT.; THENCE S 87° 09' 44" E AND CONTINUING ALONG SAID SOUTH LINE 306.21 FT.; THENCE S 02° 55' 15" W, 286.16 FT.; THENCE NORTHEASTERLY ALONG THE ARC OF A 261.48 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N 70° 20' 20" E, 119.14 FT.; THENCE N 57° 10' 21" E, 100.00 FT.; THENCE N 14° 13' 46" E, 72.04 FT. TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CHENAL PARKWAY; THENCE S 29° 21' 06" E ALONG SAID WEST RIGHT-OF-WAY LINE, 169.72 FT. THENCE SOUTHEASTERLY AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, BEING THE ARC OF A 1482.39 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S 29° 24' 15" E, 2.74 FT.; THENCE S 59° 33' 36" W, 21.89 FT.; THENCE N 30° 26' 24" W, 28.25 FT.; THENCE N 75°26' 24" W, 59.68 FT.; THENCE S 57° 10' 21" W, 81.19 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 311.48 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S 61° 34' 05" W, 47.77 FT.; THENCE S 42° 33' 56" E, 106.62 FT.; THENCE S 02° 55' 15" W, 203.00 FT. TO A POINT ON THE NORTH LINE OF SAID TIMBER RIDGE; THENCE N 87° 11' 00" W ALONG SAID NORTH LINE 804.85 FT. TO THE POINT OF BEGINNING, CONTAINING 9.9373 ACRES MORE OR LESS.

Exhibit C

AFFIDAVIT OF NOTICE

The undersigned states on oath and affirms that he served the within Notices, in accordance with the applicable provisions of Ark. Code. Ann. §§ 18-44-144 through 18-44-116, on the following entities:

Via U.S. Certified Mail, Return Receipt Requested # 9314 8699 0430 0103 0738 51 Chenal Place Properties LLC c/o Jill R. Bryant 5507 Ranch Dr., Ste. 201 Little Rock, AR 72223

Via U.S. Certified Mail, Return Receipt Requested # 9314 8699 0430 0103 0736 84 Bed Bath & Beyond, Inc. c/o C T Corporation System 124 West Capitol Avenue, Ste. 1900 Little Rock, AR 72201

On January 9, 2023.

Chadd L. Reynolds

Chamberlain, Hrdlicka, White, Williams & Augtry, P.C.

191 Peachtree Street, N.E.

Forty-Sixth Floor

Atlanta, GA 30303

Attorney-in-fact for Place Services, Inc.

State of Georgia

County of Fulton

Sworn to and subscribed before me this 18th day of January, 2023, by

Notary Public

My commission expires:

January 4, 2021

Marie-Annick Dyemma NOTARY PUBLIC Cobb County, GEORGIA GINA M. VITIELLO SHAREHOLDER DIRECT: 404.588.3426 GINA.VITIELLO@CHAMBERLAINLAW.COM 191 PEACHTREE STREET, N.E. FORTY SIXTH FLOOR ATLANTA, GEORGIA 20303 404,659,1410 800-800-0745 FAX: 404,659,1852

ATLANTA HOUSTON PHILADELPHIA SAN ANTONIO

Constituent of the front trades:

January 9, 2022

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Cerdifical Addicts Number

VIA Certified Mail, Return Receipt Requested No.

Bed Bath & Beyond, Inc. c/o C T Corporation System 124 West Capitol Avenue, Ste. 1900 Little Rock, AR 72201 VIA Certified Mail, Return Receipt Requested No.

Chenal Place Properties LLC c/o Jill R. Bryant 5507 Ranch Dr., Ste. 201 Little Rock, AR 72223

Re: NOTICE OF INTENT TO FILE A LIEN CLAIM (ARK. CODE ANN. § 18-44-114)

12309 Chenal Parkway, Suite A, Little Rock, AR 72211 (the "Property")

To: Owner/Lessor: Chenal Place Properties LLC

Owner/Lessee: Bed Bath & Beyond, Inc.

From: Claimant: Place Services, Inc.

201 Gateway Drive Canton, GA 30115

This firm represents Place Services, Inc. ("Claimant") in connection with the above-referenced Property.

PLEASE TAKE NOTICE that Claimant holds a claim against the building or improvement located at 12309 Chenal Parkway, Suite A, Little Rock, AR 72211 in the amount of \$190,202.01. This amount is owed by Bed Bath & Beyond, Inc. and was incurred in connection with Claimant's providing certain labor, services, equipment or materials for the building or improvements.

PLEASE ALSO TAKE NOTICE that if this claim is not paid within 10 days of the date of this notice, Claimant intends to file a lien against the Property. If this claim is not paid within 20 days of the date of this notice, and Claimant is required to sue for enforcement of the claim, Claimant will be entitled to a reasonable attorney's fee in addition to other relief.

Sincerely,

Gint M. Vitiello

cc: Jeff Amason (via email)